QUALTIM
6300 Enterprise Lane | Madison, WI 53719 | 608-271-1176 | qualtim.com

May 29, 2024

Mr. Stephen E. Kabakoff
Miller & Martin, PLLC
1180 W. Peachtree St., NW, Ste 2100
Atlanta, GA 30309-7706

Via Email at stephen.kabakoff@millermartin.com and Deloris.Lanus@millermartin.com

Dear Mr. Kabkoff:

It is impossible to find any appropriate words to describe what John Holland is doing. That said, the very best approach forward is facts and truth, as truth is always the best offense and defense.

As an attorney, you are very aware of the importance of definitions, chronology of events, direct evidence, and then a common sense or plain language approach to understanding facts and subsequent management of issues. My management of the issues in the context of accurate definitions, truth, direct evidence, adopted building regulation law, and professional engineering law follows.

Definitions

Legal Aspects of Business

Copyright – Copyright refers to the legal right of the owner of intellectual property/creative work, which protects original works of authorship as soon as an author fixes the work in a tangible form of expression. In copyright law, there are a lot of different types of intellectual property/creative works, such as paintings, photographs, illustrations, construction details, engineering works, architectural plans, etc.

Engineered Products Industry

ANSI/TPI 1, National Design Standard for Metal Plate Connected Wood Truss Construction (TPI): This standard has been developed primarily for use by professional engineers and architects involved in the design of metal-plate-connected wood trusses. This document will also serve the truss manufacturer, and aid building officials, approved quality assurance agencies, and building engineers or architects of record.

Building Structural System: Completed combination of Structural Elements, Trusses, connections and other systems, which serve to transport the Building's self-weight and the specified loads to the foundation or ground.

Truss: Individual metal-plate-connected wood component manufactured for the construction of a Building.

Person: Individual or organization that may exist in accordance with the Legal Requirements. (The term "Person" as used in TPI Chapter 2 may either appear as "Person" or "person.")

Truss Manufacturer: Person engaged in the fabrication of Trusses.

Requirements of the Truss Design Engineer

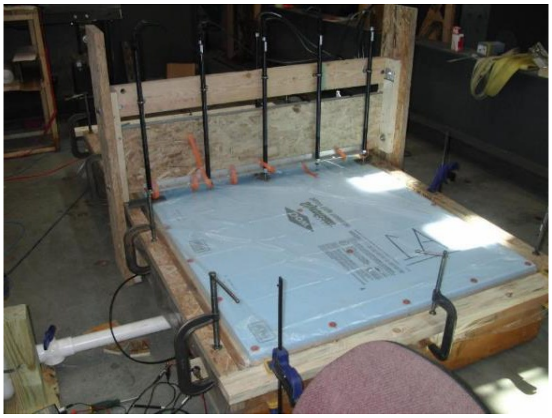
1. Preparation of Truss Design Drawings
2. Single Truss Component Design
3. Truss Design Drawing Seal and Signature
4. Truss Placement Diagram
5. Information on Truss Design Drawings

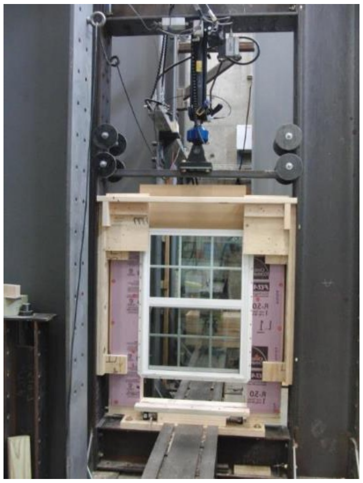
Truss Design Drawing (TDD): Written, graphic, and pictorial depiction of an individual Truss.

Truss Design Drawing Seal and Signature. Where the Legal Requirements mandate a Registered Design Professional for buildings, each individual Truss Design Drawing shall bear the seal and signature of the Truss Designer Engineer.

Clearspan Components, Inc. (CCI): A manufacturer of engineered structural building components that are produced using the intellectual property and creative work of a structural engineer, including but not limited to trusses, wall panels, I-joists, laminated veneer lumber, lumber, glulam, finger joints, top plates, bottom plates, nails, screws, sheathing, connectors, fasteners, etc. CCI has proprietary and innovative manufacturing processes, which include but are not limited to metal plate connected trusses truss, wall panels, finger jointed lumber, etc.

Center for Building Innovation (CBI): Owned by a professional engineer, CBI is an ANAB ISO/IEC 17025 testing agency and ISO/IEC 17020 inspection agency. CBI is a state-of-the-art research, testing, and Type A (Third Party) inspection facility, specializing in innovative product development by providing supporting data for approval of alternative materials, products, designs, and/or methods of construction. CBI's expertise includes but is not limited to installed structural assembly R&D, testing, and inspections, calibrating test data to establish material properties for use in finite element design programs, and forensic investigations. The test facility has always existed at 6300 Enterprise Lane, Madison WI; from 2007 until the name change to CBI in 2020, CBI was called the Structural Building Component Research Institute (SBCRI).

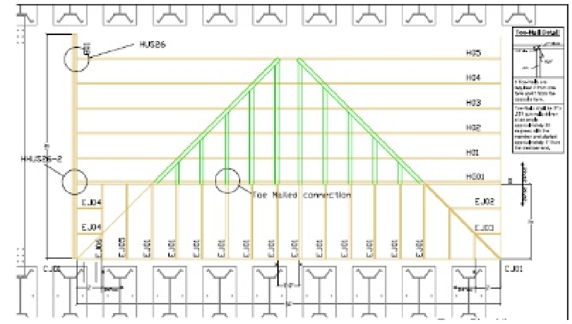


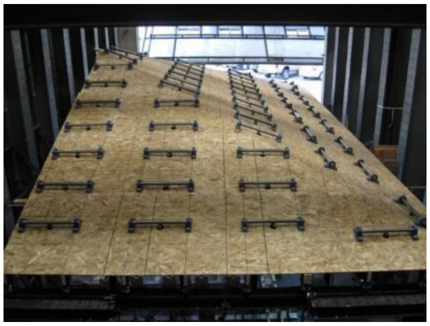
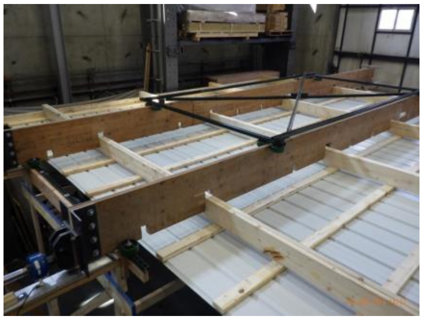
FOAMULAR
R-10


PPT-03

U-01

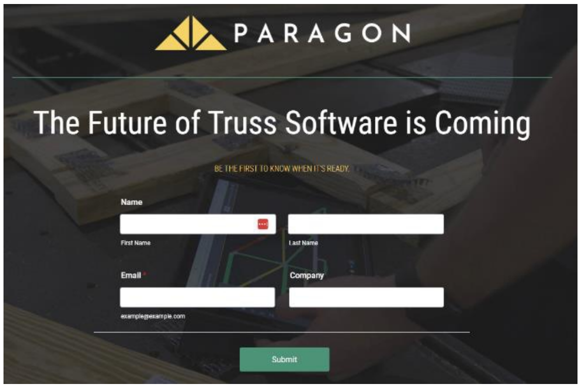
SP-259



DrJ Engineering, LLC (DrJ): A professional engineering company, which is required by law to be majority owned by a professional engineer given life safety responsibilities. DrJ employs several professional engineers and I am the owner of this business. Since 1983, I have been a professional engineer and an acknowledged expert in the construction industry. (See attached Exhibit 2 and Exhibit 3). DrJ's field of engineering expertise includes but is not limited to creative engineering work with respect to: truss plates, metal webs, trusses, wall panels, I-joists, laminated veneer lumber, lumber, glulam, finger joints, top plates, bottom plates, nails, screws, sheathing, connectors, fasteners, engineered component testing, calibration of test results for engineering purposes, building codes, construction regulations, load paths, and resistance to load paths. In addition, nearly every defense expert witness case in which I have been retained involves TPI Chapter 2, where the purpose is to "define and draw attention to the Responsibilities of the Owner, Building Designer, Truss Manufacturer, and Truss Designer, with respect to the application of Trusses in the construction of a Building." I wrote the first draft of this document in 1993, which was called WTCA 1-1995. The content of this document was incorporated into ANSI/TPI 1 Chapter 2 and has been adopted into law.

Paragon = Truss Pal hereinafter known holistically as Paragon: A math automation and data processing development company. As John's bio for a Virginia Tech short course says: "In 2016, John co-founded Paragon, a software[1] [i.e., automates calculations] company specializing in software for the wood truss industry. John has a master's degree in business administration from the University of Tennessee, Chattanooga, and an undergraduate degree in Computer Science from Covenant College. (email: johnh@paragontruss.com)." As confirmed by the Miller & Martin, PLLC (M&M) letter, "Paragon Truss Software essentially operates as a truss-design calculator [i.e., performs automated calculations[2]] that enables users to more quickly [i.e., automation[3]] and perform the complex set of mathematical truss-design calculations using different inputs corresponding to customized truss designs. The software also enables the users to render their customized truss designs in one or more engineering drawings."


PARAGON
The Future of Truss Software is Coming
BE THE FIRST TO KNOW WHEN IT'S READY.
Name
First Name
Last Name
Email
Company
example@example.com
Submit

Qualtim, Inc. = DrJ, CBI, Applied Building Technology Group (ABTG), and Pushing7, which will be known as Qualtim, DrJ or CBI, depending on context. Suzi and I are now the existing members and managers of Inspired Pursuits, LLC (IP-LLC). As a manager of IP-LLC and President of Qualtim all actions taken herein and elsewhere are performed to fulfil professional engineering obligations and to preserve and protect the best interests of each.

The Engineered Truss Industry Business Model:

1. A Truss is a proprietary manufactured engineered product subject to all professional engineering laws and is a key part of the structural resisting framework, called a Building Structural System.
2. Each individual truss has to safely resist applied design loads, where the certification of satisfactory engineering performance is, by law, the responsibility of a professional engineer. A professional engineer is the author that uses their intellectual property (IP), trade secrets (TS), and special knowledge of mathematical, physical, and engineering sciences to generate creative work, which is performed under their supervision as they are responsible for, in this case, the reliability of each individually-designed truss.
3. Lumber has published raw material design properties that are used for the engineering of single element lumber elements.
4. Wood structural panels have published raw material properties for the engineering of sheathing as applied to engineered wall panels, floor trusses, I-joists, and roof trusses.
5. Truss plates are a proprietary product that use the proprietor's (for example, MiTek's) intellectual property to create sophisticated engineered truss plate design values. The published truss plate design values are summary public domain properties. What is published is the minimum information possible, so each proprietor does not give away their proprietary IP and TS. Protecting IP and TS is the function of an ANAB ISO/IEC 17065 product evaluation and certification report. A research report, testing, engineering analysis, and their staff engineer's supervision of proprietary software is the vehicle that differentiates each truss plate manufacturer and drives profit. Each truss plate manufacturer is also a professional engineering company, licensed in each individual state in which it does business, given that the truss plate design and engineering, truss plate manufacturing, truss plate-lumber interaction engineering, and final truss engineering are all proprietary to the truss plate manufacturer.
    a. Independent and accurate metal plate connected truss design values can only be derived through testing and calibration of that test data into design properties that can be professionally used in engineering mechanics equations.
    b. In this case, CBI testing and DrJ's licensed professional engineers are the only ones that have the knowledge and expertise to convert truss plate testing, truss plated lumber joint testing, and overall truss testing into engineering properties that can be used to safely design floor, roof, and "truss-wall" truss applications.
    c. As an example, MiTek is a professional engineering company and states this about structural engineering, IP, and TS in its contracts:

> **A.** MiTek warrants that the Software, if properly used, will generate design or fabrication data consistent with Your selected codes and input design parameters. MiTek DOES **NOT** WARRANT THAT ANY SOFTWARE PROGRAM'S OPERATION WILL BE UNINTERRUPTED OR THAT ANY OUTPUT DERIVED FROM ANY SOFTWARE PROGRAM WILL BE APPROPRIATE FOR ANY PARTICULAR BUILDING OR SITE OR USE. THIS EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THE OTHERWISE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE BEING EXPRESSLY DISCLAIMED AND EXCLUDED.
>
> **B.** The Software Products incorporate in their specifications the unique, structural characteristics of products specified in their output. IN THE INTEREST OF PUBLIC SAFETY, YOU AGREE NOT TO USE ANY OUTPUT OF ANY MITEK SOFTWARE IN CONNECTION WITH THE DESIGN, FABRICATION OR APPLICATION OF STRUCTURAL COMPONENTS MADE WITH PRODUCTS OTHER THAN MITEK CONNECTOR PLATES OR OTHER PRODUCTS SPECIFIED ON THE PROGRAM'S OUTPUT.
>
> **PROTECTION AND SECURITY OF MITEK SOFTWARE PRODUCTS**. All copies of the Software Products provided by MiTek are, and shall at all times be treated as, the confidential or trade secret property of MiTek, and may not be used, distributed or in any way divulged to any other person, including other licensees of MiTek, without or beyond MiTek's prior written consent. You must insure, prior to disposing of any media, that any Software Products contained thereon have been erased or otherwise destroyed. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON OR CAUSE.

6. Trusses are proprietary designs using the following knowledge:
    a. Published and tested lumber design properties.
        i. CBI and DrJ engineers tested lumber and caused the lumber design properties to change beginning on July 28, 2010.[4]

ii. Not understanding the engineering properties of lumber can easily cause a non-engineer to provide incorrect structural resistance results.

b. Published truss plate and truss plate-lumber joint design and truss performance properties.

i. Truss plate manufacturers do not publish all proprietary properties in the public domain as they protect their trade secrets. See the MiTek contract above.

ii. Not understanding all the engineering properties of lumber and truss plate interactions can easily cause errors in structural analysis. This includes, but is not limited to:

1. Tension, compression, and shear force resistance and force transfer at truss plate-lumber joints.
2. Truss plate-lumber joint moment capacity due to truss plate tooth interactions with the lumber's density, grain structure, and localized wood fiber conditions.
3. Combined tension, shear, and moment performance calibrated to actual truss performance.
4. Influence of truss plate joint fixity on joint deformation and over truss deformation performance.
5. The effects of lumber, wood fibers, metal connector plates, and all related design properties on truss design analogs used to predict truss performance.
6. See MiTek contract above.

7. The foregoing knowledge serves as the basis for creating the engineering properties that are required to engineer a finished truss. This engineering IP and TS knowledge modifies "well-known math"[5] to assure that the finished performance of the truss matches truss testing and accepted engineering practice.

a. "Well-known math" is not engineering math and truss engineering is not undertaken by utilizing "well-known mathematical equations."[6]

i. Since Paragon's inception, through countless meetings and other communication vehicles, DrJ's professional engineers have provided truss engineering evaluation, guidance, and decisions for the Paragon staff to modify math to produce engineering.

ii. Paragon staff are very capable with their understanding of "well-known math" but, by definition, are not engineering professionals that have the capability of understanding complicated truss plate-lumber engineering mechanics, truss testing, engineering calibration to test data, truss design analogs, etc.

b. "Well-known mathematical equations," by definition, are defined as public domain equations.

c. Public domain equations, by definition, cannot be equations created though the utilization of proprietary and confidential IP and TS.

8. Paragon uses the engineering inputs provided by DrJ's professional engineers.

9. Since 2009, the mission of the creation of Paragon software has always been to streamline the processing of math using DrJ IP and TS engineering inputs to create a final engineered and proprietary TDD. When verified as accurate by a knowledgeable professional Truss Design Engineer, the TDD can then be signed and sealed by DrJ.

a. No other professional engineer or engineering company can legally seal TDDs produced by Paragon.

b. Only DrJ can stand behind the truss engineering evaluations contained in the software.

10. To legally sign and seal a TDD, DrJ professional engineers have to certify the math is accurately processing engineering, IP, and TS. This is performed by assuring each engineered TDD produces structural resistance designs that meet finished structural performance of the truss when compared to testing performed, and in the context of math equation calibration, etc. All of this needs to comply with generally accepted engineering practice, which has been gained through specialized truss industry knowledge, IP, and TS.

11. When the engineering inputs and the calibrated math lead to a final TDD, that TDD has a DrJ copyright as a creative engineering work using DrJ testing, engineering expertise, IP, and TS. Certification of this is via a signed, sealed, and copyrighted DrJ TDD pursuant to all pertinent engineering law. The end result is similar to the following example TDD:

QUALTIM™

DrJ ENGINEERING

Paragon ID: 49279

6300 Enterprise Lane | Madison, WI 53719 | drjengineering.org

Re: 17571 - Sarasota BLDG 1_RF

Site Information:

Project Customer:	-	Project Name:	17571 - Sarasota BLDG 1_RF
Lot/Block:	-	Subdivision:	-
Address:	-	Model:	-
City:	-	State:	Florida

Name Address and License # of the Building Designer, if there is one, for the Building:

Name:	-	License:	-	State:	Florida
Address:	-	City:	-		

The Truss Manufacturer (TM) is Clearspan Components Inc.

The TM has Communicated Truss Design Criteria (TDC) to DrJ Engineering, LLC (DrJ). Refer to the individual Truss Design Drawings (TDDs) for specifics. Building Code, Software & engineering information follows:

Design Code:	FBC 2020 / TPI 2014
Software Program:	Paragon
Truss Design Engineer:	Ryan Dexter

The TM has obtained, through the TM's Customer, the TDC &Truss design requirements from the Construction Documents &/or one of the Construction Professionals. The TM has Communicated the TDC & any related Truss design requirements to DrJ. This Communication includes transfer of TDC & any related Truss design requirements using proprietary Truss industry Software. DrJ designs each individual Truss, as illustrated on each TDD, relying upon the accuracy & completeness of Communicated information.

The seal on the Cover/Truss Index Sheet & on the individual TDD represents acceptance of responsibility for the review of the TDC & the design of each individual Truss. Each Truss then becomes one element of a Building Structural System (BSS). For any other BSS information needed, please contact the TM.

The TM is responsible for supplying the truss-to-truss connector type. Contact the TM for questions regarding truss-to-truss connector type, application and/or installation.

All dimensions are reproduced from the referenced Building Designer's plans.

⚠ **WARNING:** Always review the handling, storage, installation, lateral restraint & diagonal bracing information provided by TM through their delivery of the Truss Submittal Package (TSP). Do not cut or alter any part of a Truss or Structural Element. Never stack building material without proper lateral restraint & diagonal bracing. Never overload/exceed the design load shown on any TDD or Structural Element design drawing (SEDD). Property damage &/or personal injury happen when there is complacency regarding safety items. DrJ presumes the TM submits their TSP to be reviewed, approved & used by one or more of the following; building Owner, Building Official, Building Designer, Registered Design Professional in Responsible Charge, Contractor &/or Framer.

My license renewal date for Florida is 02/28/2025 Certificate of Authorization # 29766

RYAN JOSEPH DEXTER
LICENSE
No 69484
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

________________________________ 05/23/2024

Ryan Dexter

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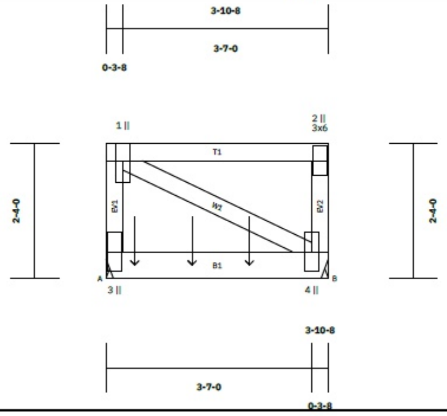
COMPONENT	JOB	CODE	LENGTH	CAMBER	PLIES	SPACING	WEIGHT	Paragon ID: 49279
GR-26X	49279 17571 - Sarasota BLDG 1_RF	FBC2020 TPI2014	3-10-8	N/A	1	2-0-0 o.c.	23 lb	Component ID: P5251173

SCALE 1 in.:27.87 in.



LOADING (psf)
TCLL 20
TCDL 10
BCLL 0
BCDL 15

PLATE TYPES
Any - Any20

LUMBER
TC 2x4 SP No. 2 | BC 2x6 SP No. 2 | WEB 2x4 SP No. 3 | OTHER 2x4 SP No. 3

RYAN JOSEPH DEXTER
LICENSE
No 69484
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PERMANENT BRACING:
TC= Structural sheathing (or purlins at max 6-3-0 o.c.)
BC= Rigid ceiling applied (or purlins at max 10-0-0 o.c.)
WEB= None specified
JOINT= None specified

DESIGN VALUE MODIFIERS
USE WET SERVICE (Cm)= No
USE REP. MEMBER (Cr)= No
USE BENDING MOD. (Km)= Yes
TEMPERATURE (Ct)= T < 100°F
INCISING (Ci)= 1

WIND DESIGN CRITERIA
DESIGN METHOD= Wind ASCE Hybrid Directional (7-16)
WIND SPEED (V)= 150 mph
EXPOSURE CATEGORY= C
OCCUPANCY CATEGORY= II
ENCLOSURE TYPE= Enclosed
MEAN ROOF HEIGHT (h)= 43'
BLDG WIDTH (B)= 24'
BLDG LENGTH (L)= 50'
TCDL= 6.0 psf
BCDL= 9.0 psf
MWFRS METHOD= Directional
C-C ZONE= Varies:

SNOW DESIGN CRITERIA
DESIGN METHOD= N/A
TERRAIN CATEGORY= N/A
EXPOSURE CATEGORY= N/A
OCCUPANCY CATEGORY= N/A
GROUND SNOW (Pg)= N/A
EAVE TO RIDGE (W)= N/A
THERMAL FACTOR (Ct)= N/A

MAXIMUM CSI

	LINK	CSI (LC)
TC	1-2	0.45 (13)
BC	3-4	0.41 (1)
WEB	1-4	0.00 (1)
EV	3-1	0.57 (13)

MAXIMUM JSI
JOINT=1
JSI (LC)=0.56 (13)
FABRICATION TOLERANCE= 20%

EXPOSURE CRITERIA

	LEFT	RIGHT
CANTILEVER	-	-
PORCH	-	-
END VERTICAL	-	-

BC MAXIMUM DEFLECTIONS Kcr= 2

LOADING	DIRECTION	LOCATION	In. DEFLECTION	L/d	L/d LIMIT
C_T	Vertical	3-4	-0.023	>999	180
Live	Vertical	3-4	0.021	>999	240
C_T	Horizontal	4	0		

MAXIMUM BEARING FORCES

JOINT (BEARING)	(X", Y")	lbs (LC) DOWN	lbs (LC) UPLIFT	lbs (LC) HORIZONTAL	In. ACTUAL LENGTH	In. REQUIRED LENGTH
3 (A)	(1.8, 2.8)	-590 (1)	334 (9)	0	mechanical-	
4 (B)	(44.8, 2.8)	-409 (1)	231 (9)	0	mechanical-	

MAX AXIAL FORCES
Only links with forces 250 lbs or greater are shown

LINK	lbs TENSION	lbs COMP.
4-2	355	-129
3-1	354	-128

NOTES
1. This Truss Design Drawing is not to be used for any purposes unless stamped by a competent professional engineer.
2. Do not erect truss backwards or upside down.
3. Building stability bracing is the responsibility of the building designer. Purlins and lateral restraint must be braced. Refer to BCSI-B3 and construction drawings by building designer for additional information.
4. The following plates are offset (X, Y) in.: plate 1 (0, -0.5)
5. The Paragon AnyPlate plate types represent a plate with aggregated design values such that multiple different plate type brands may be used in its place. For more information about the Paragon AnyPlate types, visit https://paragontruss.com/anyplate .
6. TL20, MT20, Eagle20, AS20, CH20, AlpineW plates

(continued on next page)

05/23/2024

DrJ

LOAD CASES (Lumber DOL, Plate Grip DOL)
1. *D + Lr (1.25, 1.25)
2. *D + 1 Lr (Unbalanced) (1.25, 1.25)
3. *D (0.90, 0.90)
4. *D + 0.6 MWFRS Negative Internal W From Left (1.60, 1.60)
5. *D + 0.6 MWFRS Negative Internal W From Right (1.60, 1.60)
6. *D + 0.6 MWFRS 1st Parallel Negative Internal (1.60, 1.60)
7. *D + 0.6 MWFRS 2nd Parallel Negative Internal (1.60, 1.60)
8. *D + 0.6 CC Negative Internal Case 1 (1.60, 1.60)
9. *0.6 D + 0.6 MWFRS Positive Internal W From Left (1.60, 1.60)
10. *0.6 D + 0.6 MWFRS Positive Internal W From Right (1.60, 1.60)
11. *0.6 D + 0.6 MWFRS 1st Parallel Positive Internal (1.60, 1.60)
12. *0.6 D + 0.6 MWFRS 2nd Parallel Positive Internal (1.60, 1.60)
13. *0.6 D + 0.6 CC Positive Internal Case 1 (1.60, 1.60)
14. *D + 0.75 Lr + 0.75(0.6 MWFRS Negative Internal W From Left) (1.60, 1.60)
15. *D + 0.75 Lr + 0.75(0.6 MWFRS Negative Internal W From Right) (1.60, 1.60)
16. *D + 0.75 Lr + 0.75(0.6 MWFRS 1st Parallel Negative Internal) (1.60, 1.60)
17. *D + 0.75 Lr + 0.75(0.6 MWFRS 2nd Parallel Negative Internal) (1.60, 1.60)
18. *D + 0.75 Lr + 0.75(0.6 CC Negative Internal Case 1) (1.60, 1.60)
19. D + Uninhabitable Attic without Storage (1.25, 1.25)

WARNING Always review the handling, storage, installation, lateral restraint & diagonal bracing information provided by the Truss Manufacturer (TM) through their delivery of the Truss Submittal Package (TSP). Do not cut or alter any part of a Truss or Structural Element. Never stack building material without proper lateral restraint & diagonal bracing. Never overload/exceed the design load shown on any TDD or Structural Element Design Drawing (SEDD). Property damage &/or personal injury happen when there is complacency regarding safety items. DrJ presumes the TM submits their TSP to be reviewed, approved & used by one or more of the following; building Owner, Building Official, Building Designer, Registered Design Professional in Responsible Charge, Contractor &/or Framer. The TM has obtained, through the TM's Customer, the Truss Design Criteria & Truss design requirements from the Construction Documents &/or the Construction Professionals. The TM has Communicated the Truss Design Criteria & any related Truss design requirements to DrJ. This Communication includes transfer of Truss Design Criteria & any related Truss design requirements using proprietary Truss industry Software. DrJ designs each individual Truss, as illustrated on each TDD, relying upon the accuracy and completeness of Communicated information. DrJ makes no representation or warranty & is not liable for: 1) the accuracy of the TM's Communication, 2) lumber Design Values, 3) MPC Design Values, 4) the accuracy of Software, 5) building code compliance of any Structural Element as used in the Building Structural System, 6) the existence of Grade Marks on lumber, 7) the contents of any TSP &/or 8) the design values, quality or installation of any commodity or proprietary product. In addition, Appendix A Commentary/ Definitions & Appendix B Project/Deliverables, this design's coversheet & DrJ Reference Sheet contain pertinent information & are fully incorporated herein by reference & can be found at: pdf.paragontruss.com/jobFile/5253672 pdf.paragontruss.com/jobFile/5253673

NOTICE: The TM is Clearspan Components Inc.

Copyright © 2011-2024 DrJ Engineering, LLC All Rights Reserved. DrJ Design Drawings are valid for nine (9) months from the Document Date.

12. Paragon staff have math and computer programming expertise.
    a. At its core, Paragon is a math processor.
    b. Paragon math becomes unique and valuable via an essential teammate relationship between Paragon staff and DrJ that uses DrJ's professional engineering expertise, IP, and TS.
    c. Paragon **is not**, by definition, created exclusively from public domain "well-known mathematical equations."
    d. Paragon i**s not** an engineering company, and any statement that implies that it is would be a misrepresentation of the truth.
    e. Paragon staff, on their own, cannot create a structural analysis and engineering program without violating engineering law, given the life-safety implications present.
13. Finally, a common assertion is that any professional engineer can sign and seal a Paragon truss design drawing in a manner similar to DrJ signing and sealing a MiTek truss design drawing. So why can DrJ sign and seal MiTek IP and TS, and another engineer cannot sign and seal DrJ IP and TS that has been automated by Paragon math?

a. MiTek warranties:

> **A.** MiTek warrants that the Software, if properly used, will generate design or fabrication data consistent with Your selected codes and input design parameters. MiTek DOES **NOT** WARRANT THAT ANY SOFTWARE PROGRAM'S OPERATION
>
> **B.** The Software Products incorporate in their specifications the unique, structural characteristics of products specified in their output. IN THE INTEREST OF PUBLIC SAFETY, YOU AGREE NOT TO USE ANY OUTPUT OF ANY MITEK
>
> **PROTECTION AND SECURITY OF MITEK SOFTWARE PRODUCTS.** All copies of the Software Products provided by MiTek are, and shall at all times be treated as, the confidential or trade secret property of MiTek, and may not be used,

b. Within the past 15 years, Qualtim has been contracted to undertake testing and calibration of that testing to create the basis for both ProBuild (now owned by Builders FirstSource [BFS]) and MiTek, to create proprietary IP and TS as follows:
   i. Qualtim undertook proprietary testing, engineering analysis, and calibration of testing to truss engineered design work for ProBuild.
   ii. Following our project with ProBuild, MiTek also contracted with Qualtim to undertake similar proprietary testing, engineering analysis, and calibration of testing to truss engineered work.

c. Qualtim staff have equivalent and likely far greater truss performance knowledge and truss design expertise because we have undertaken more truss plate, single truss, and truss assembly testing than anyone in the world. The photographs above are the tip of that iceberg.
   i. DrJ can confidently sign and seal any truss design drawing because we know truss performance through testing, and if needed, we can confirm any engineering issue of concern through testing.

d. This knowledge creates strategic and tactical benefits for IP-LLC, CCI, and DrJ that have not yet begun to be deployed in a manner that can create a significant competitive advantage, which no other engineering company can provide without violating engineering law.

Inspired Pursuits LLC (IP-LLC) – Dan Holland, Kirk Grundahl, and Suzi Grundahl Limited Liability Company

The partnership of CCI & DrJ is fundamentally necessary for CCI to manufacture and sell their engineered products, given that DrJ testing and engineering expertise is vital to CCI's business success. Dan Holland understood this completely.

Without DrJ's professional engineering application of IP, TS, and special knowledge of the mathematical, physical, and engineering sciences to create TDDs for CCI manufactured trusses, CCI will be required to return to MiTek, Alpine, Simpson or Eagle metal truss plate manufacturers and their Truss Design Engineers. Why? Identical to Paragon, CCI is not a professional engineering business. One of the legal requirements of an engineering business is that one or more of the principal officers of the business organization and all personnel of the business organization who act as engineers in any state shall be licensed as provided by law.

Starting when Dan purchased the Computrus truss design engineering program from Bill Turnbull in 2009, CCI and Qualtim became 50-50 partners in all professional engineering endeavors that would result in a unique engineered structural component that CCI would manufacture. Dan wanted independence from the plate suppliers and their engineering services.

Every statement I have made from 2009 to the present, regarding all the relationships involved, has been based upon the following set of facts:

a. Dan purchased the executable program from Computrus to be completely independent from the MiTek, Alpine, Simpson, and Eagle Metal truss engineering oligopoly.

b. Dan was, and I am still, fiercely independant and free-market oriented.
   a. One of Dan's favorite sayings was "all truss manufacturers work for MiTek, except me."
   b. This was only possible via the intimate business relationship between DrJ and CCI, since the product being manufactured is a proprietary structural engineering solution that is designed using IP and TS that is unique. It was created for the exclusive use of DrJ to advance the best interests of CCI. In other words, CCI and DrJ are teammates with exclusive business value.

c. The concepts here are memorialized, with consideration, in Qualtim's first invoice to CCI reflecting the 50/50 partnership between our companies. This was further memorialized when Dan, Suzi, and I established IP-LLC.

QUALTIM™

QUALTIM

6300 Enterprise Lane | Madison, Wisconsin 53719 | 608.271.1176 | 608.271.7006 fax | www.qualtim.com

MR DANIEL HOLLAND
CLEARSPAN COMPONENTS
PO BOX 4195
MERIDIAN MS 39304-4195

Invoice #37820
Mar. 31, 2009

Engineering Services

PE Registration work through the NCEES process, for AL, FL, LA, MS, NC, SC, TN, TX for Jim Vogt and Ryan Dexter. Discussions with Steve Marks and Dave Johnston at Computrus on the truss design transfer process. Continue to work on planning for the Clearspan engineering process.

Total Labor:	$2,614.18
Expenses	
9527: Fee/Engineering	$75.00
9528: Ryan Dexter application/Fee	$230.00
9529: Record fees for AL, FL, LA, MS, NC, SC, TN, TX/Sealed Engineering	$480.00
9587: Gas/Travel - Kirk Grundahl	$17.60
9577: February 23 call/Teleconference service	$21.79
9577: February 24 call/Teleconference service	$14.40
Total Expenses:	$838.79
PRELIMINARY TOTAL (US$):	$3,438.57
Qualtim Share 50%:	(1,719.29)
TOTAL (US$):	**$1,719.28**

Federal Tax ID: 391975714

d. In summary, our partnership was inspired by:
   a. Dan Holland's mechanical engineering, truss and wall panel manufacturing IP and TS, and extensive truss industry knowledge.
   b. Kirk Grundahl's testing and engineering IP and TS, professional engineering expertise, and extensive truss industry knowledge.

This partnership created a company for this purpose called Inspired Pursuits. Dan and Suzi named the company starting with the first letters of each word to acknowledge that we would creating IP that no other component manufacturer or engineering company would ever have access to. The IP and TS value of Kirk and Dan's strategic plan is significant. IP-LLC was created to provide CCI and DrJ a valuable path to ensure that we both were completely independent from the industry oligopoly.

The following 2017 email containing the business model graphic precisely defines the mission of IP-LLC as created by Suzi, Kirk, and Dan:

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In general, the business structure for all the work that is performed has intellectual property development at its core. This intellectual property (IP) is held in an LLC for a variety of strategic, tactical and valuation purposes.

Inspired Pursuits, LLC is the holder of all software, software design, engineering analysis, testing and related IP information and data that supports the creation of innovative truss design and truss manufacturing software and methods. Paragon and DrJ each have license agreements specific to this and other IP to use to create truss design and manufacturing competitive advantages for CMs.

Paragon Component Systems and DrJ Engineering, LLC are two independent companies using needed parts of the Inspired Pursuits IP to create unique value for each of the customers Paragon and DrJ serve together as a team. Currently the service that Paragon and DrJ are providing for the CM market is similar to MiTek's Workflow program. The Paragon program interfaces with MiTek, Alpine, Eagle and Simpson software to streamline the truss design, truss repair and truss placement diagram review, revision and seal process. This is a very unique and valuable Paragon/DrJ program that has been in use since 2016 by our customers. Customer feedback is that this provides a very professional set of engineered and sealed design drawings with a high level of responsive customer service.

Paragon has a license agreement with one or more of the IP holders that Paragon is working with. Paragon will eventually contract with CMs selling its truss design software, where truss designs will be produced on Paragon design drawings, which are generated by Paragon licensed CMs. These will be reviewed and sealed by DrJ as the engineering company licensed to also use the LLC's IP. Paragon currently supports truss designs, truss repairs, StrongEnd™ truss designs, etc., which are sealed by DrJ.

DrJ has a license agreement with one or more of the IP holders that DrJ is working with. DrJ uses the licensed IP to provide unique sealed engineering services that are backed up by testing and generally accepted engineering analysis. The truss design process uses proprietary industry software to produce the truss design and truss repair drawings. Currently DrJ seals truss designs, truss repairs, StrongEnd™ truss designs, other proprietary specialty engineering designs, etc.

Current Paragon and DrJ customers include Clearspan (1st), Rogers (2nd), Shelter (3rd), Capital Structures, Southern Components, Stark Baltimore, Apex Truss, and more with conversations in process.

QUALTIM™

Mon 9/18/2017 6:12 AM

Suzi Grundahl

Relationship Graphic and Current DrJ Engineering Pricing

To danh@clearspaninc.com

Cc Kirk Grundahl

You forwarded this message on 5/25/2024 6:31 AM.

170917 Paragon DrJ CM Relationship Graphic.docx
65 KB

Hi Dan,

Here's the file Kirk drafted this weekend. Please review and let me know any suggested edits prior to the conference call with Steve Stroder.

Thanks,

Suzi

Suzi Grundahl
DrJ ENGINEERING, LLC | Professional Engineering Services
Office: 608.310.6710 | Mobile: 608.217-3712 | drJengineering.org

While the IP-LLC mission, strategy, and tactics have taken much longer than either Dan or I desired, there was no way to effectively go to market until the Paragon math had created a sound coordinate geometry truss and wall panel layout program that was essential for CCI technicians and DrJ's professional engineering tactical implementation. This was to be completed by Paragon staff in early 2024.

Per our meeting that took place December 6-7, 2023, Dan and I were both very excited to begin implementing our IP-LLC, CCI and DrJ mission in 2024, as follows:

Dan Holland <danh@clearspaninc.com> | Kirk Grundahl

Re: FW: 📐Truss Designs - Analysis - Placement Diagrams.

Follow up. Start by Tuesday, January 9, 2024. Due by Tuesday, January 9, 2024.
If there are problems with how this message is displayed, click here to view it in a web browser.

On Mon, Dec 11, 2023 at 8:24 AM Kirk Grundahl <kgrundahl@qualtim.com> wrote:

> FYI.
>
> I'll call Stephanie today.
>
> As said there is great opportunity to promote the Clearspan engineered structural component business.
>
> I told Stephanie that we can provide the structural component design service up front, hence the #2 need to call.

The first meeting to begin the tactical foundation was set for the week of February 5, 2024, with Brad Conlon of D.R. Horton.

From: Brad Conlon <bconlon@drhorton.com>
Sent: Monday, January 15, 2024 10:42 AM
To: Kirk Grundahl <kgrundahl@qualtim.com>
Cc: Ron Carter, Jr. <RTCarter@drhorton.com>; Damien D McBrien <DDMcbrien@drhorton.com>
Subject: Question

When we have questions about new technologies and whether or not they would be a fit to partner with you for testing, etc. – who is best to reach out to at Qualtim so we aren't bugging you for everything? I am sure that was a part of the process of coming up and meeting the team, but don't recall the right/best first point of contact.

Thank you!

D·R·HORTON®
America's Builder

Brad Conlon
SVP Business Development

D.R. HORTON
1341 Horton Circle, Arlington, Texas 76011
m: 469.332.9585

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QUALTIM

From: Brad Conlon <bconlon@drhorton.com>
Sent: Wednesday, January 17, 2024 12:36 PM
To: Jill Zimmerman <jzimmerman@qualtim.com>; Ron Carter, Jr. <RTCarter@drhorton.com>
Cc: Jan Pauli <jpauli@qualtim.com>; Ops <ops@qualtim.com>
Subject: RE: Travel to Clearspan Components

That all sounds great! We will fly in to Jackson midday and be available for dinner that evening. If you plan on an agenda through lunch, departing shortly after, I believe we will be able to work with that. We will stay where Kirk does. Thank you!

D·R·HORTON America's Builder

Brad Conlon
SVP Business Development

D.R. HORTON
1341 Horton Circle, Arlington, Texas 76011
m: 469.332.9585

Home for every stage in life. | D.R. Horton · Express · Emerald · Freedom

The next meeting was scheduled for the week of February 26 with Dan Estes and Tim Hash of WEAVERCOOKE (WC). DrJ provides structural engineering and building design services for WC.

Reply Reply All Forward

Jan Pauli destes@weavercooke.com; Dan Holland; danhclearspan@gmail.com; Jill Zimmerman; Kirk Grundahl

WEAVERCOOKE/Clearspan/DrJ Meeting Agenda

240103 WEAVERCOOKE-Clearspan-DrJ Meeting Agenda.pdf
268 KB

Good morning,

We are looking forward to our meeting today. Attached please find an agenda.

Thank you,

Jan

Finally, the week of March 5 was set aside for a meeting with Stephanie Young, PE, President, Mattson Macdonald Young Structural Engineers, a very close professional engineering friend.

Kirk Grundahl Dan Holland; Dan Holland; 'Jill Zimmerman'; Suzi Grundahl; Ops 1/17/2024

Stephanie Young & Clearspan/Paragon Meeting; Also Kirk to Meet with Forsman

You replied to this message on 1/17/2024 7:46 AM.

Dan,
Thank you for our discussion yesterday. Always insightful and valuable. Please find the following travel information for the trip to meet with Stephanie Young. I am also going to fit in a meeting with Forsman – Will fit that in around your fly in schedule.

Tue, 05MAR	DEPART	ARRIVE
DELTA 1555 Main Cabin (T)	MADISON, WI 6:00am	MPLS-ST PAUL 7:17am

Thu, 07MAR	DEPART	ARRIVE
DELTA 3912* Main Cabin (T)	MPLS-ST PAUL 10:05am	MADISON, WI 11:16am

I will have a car.
I am staying at:
TownePlace Suites Minneapolis Eden Prairie
11588 Leona Road Eden Prairie, Minnesota 55344 USA
1-952-942-6001
Tue, Mar 05, 2024 – Thu, Mar 07, 2024
Confirmation Number: 81273347
Our OM staff can help you as needed. Thanks again and very much looking forward to this meeting.
Kirk
6080-217-3713

Professional Engineering Regulations[7]

Registered Design Professional: Architect or engineer, who is licensed to practice their respective design profession as defined by the Legal Requirements of the Jurisdiction in which the Building is to be constructed.

Engineering is defined as the art or science of making practical application of the knowledge of pure sciences, as physics or chemistry, as in the construction of engines, bridges, buildings, mines, ships, and chemical plants.

"Engineering" includes the term "professional engineering" and means any service or creative work, the adequate performance of which requires engineering education, training, and experience in the application of special knowledge of the mathematical, physical, and engineering sciences to such services or creative work as consultation, investigation, evaluation, planning, and design of engineering works and systems, planning the use of land and water, teaching of the principles and methods of engineering design, engineering surveys, and the inspection of construction for the purpose of determining in general if the work is proceeding in compliance with drawings and specifications, any of which embraces such services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects, and industrial or consumer products or equipment of a mechanical, electrical, hydraulic, pneumatic, or thermal nature, insofar as they involve safeguarding life, health, or property; and includes such other professional services as may be necessary to the planning, progress, and completion of any engineering services. A person who practices any branch of engineering; who, by verbal claim, sign, advertisement, letterhead, or card, or in any other way, represents himself or herself to be an engineer or, through the use of some other title, implies that he or she is an engineer or that he or she is licensed under this chapter; or who holds himself or herself out as able to perform, or does perform, any engineering service or work or any other service designated by the practitioner which is recognized as engineering shall be construed to practice or offer to practice engineering within the meaning and intent of this chapter.

Practice of professional engineering includes any professional service requiring the application of engineering principles and data, in which the public welfare or the safeguarding of life, health, or property is concerned and involved. It is illegal for a person to offer to practice engineering if the person by verbal claim, sign, advertisement, letterhead, card, or in any other way represents himself or herself to be an engineer; or who through the use of some other title implies that he or she is an engineer; **or** who holds himself or herself out as able to practice engineering.

No person other than a duly licensed engineer shall practice engineering or use the name or title of "licensed engineer," "professional engineer," or any other title, designation, words, letters, abbreviations, or device tending to indicate that such person holds an active license as an engineer.

The practice of, or the offer to practice, engineering by licensees or offering engineering services to the public through a business organization, including a partnership, corporation, business trust, or other legal entity, or by a business organization, including a corporation, partnership, business trust, or other legal entity offering such services to the public through licensees under this chapter as agents, employees, officers, or partners is permitted only if the business organization is qualified by an engineer licensed under this chapter, subject to the provisions of this chapter. One or more of the principal officers of the business organization or one or more partners of the partnership and all personnel of the business organization who act in its behalf as engineers in this state shall be licensed as provided by this chapter. All final drawings, specifications, plans, reports, or documents involving practices licensed under this chapter which are prepared or approved for the use of the business organization or for public record within the state shall be dated and shall bear the signature and seal of the licensee who prepared or approved them. Nothing in this section shall be construed to mean that a license to practice engineering shall be held by a business organization. Nothing herein prohibits business organizations from joining together to offer engineering services to the public, if each business organization otherwise meets the requirements of this section. No business organization shall be relieved of responsibility for the conduct or acts of its agents, employees, or officers by reason of its compliance with this section, nor shall any individual practicing engineering be relieved of responsibility for professional services performed by reason of his or her employment or relationship with a business organization.

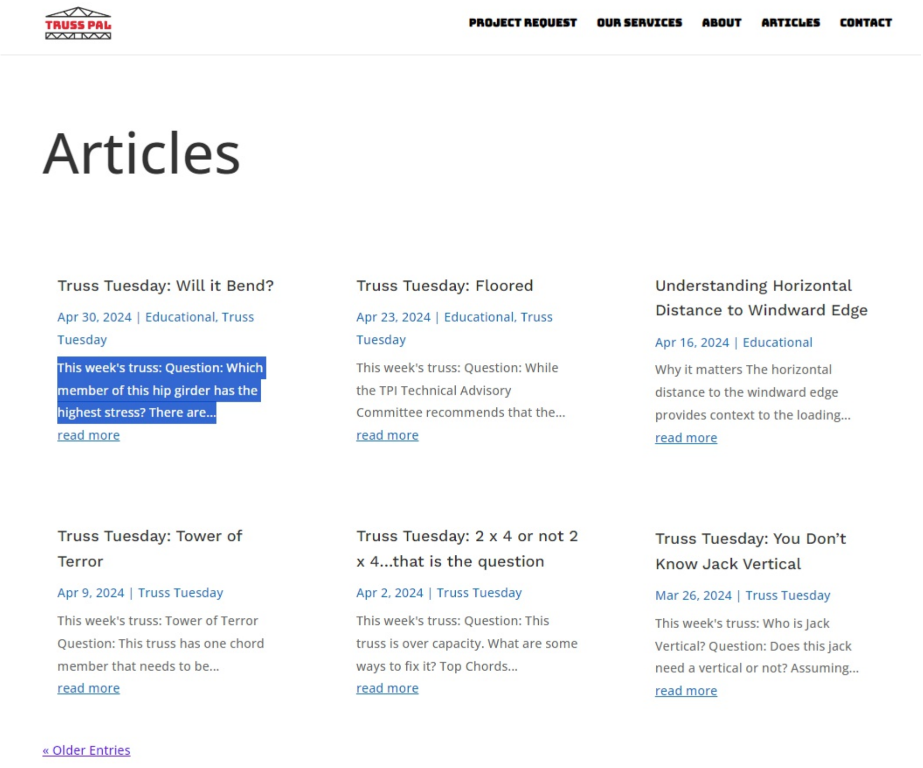
A person or business shall not:

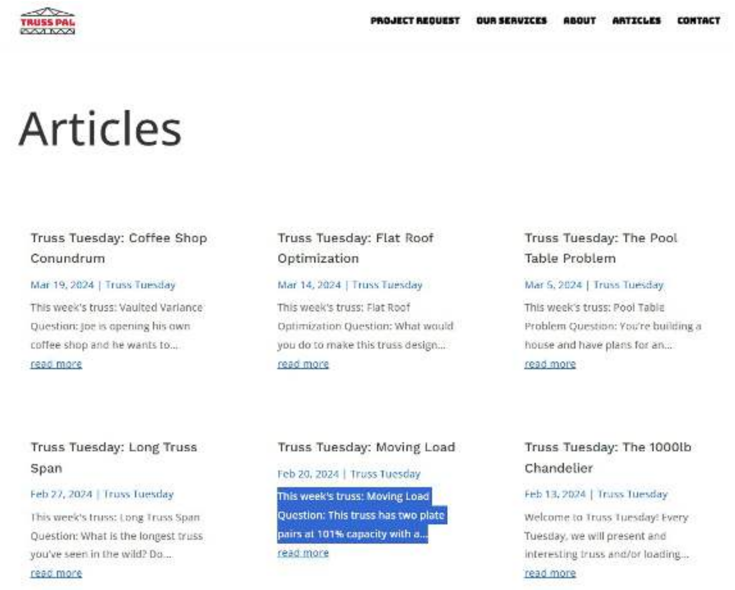
1. Practice engineering unless the person or business is licensed.
2. Use the name or title "engineer" or any other title, designation, words, letters, abbreviations, or device tending to indicate that such person holds an active license as an engineer when the person of business is not licensed under this chapter, including, but not limited to, the following titles: "agricultural engineer," "air-conditioning engineer," "architectural engineer," "building engineer," "chemical engineer," "civil engineer," "control systems engineer," "electrical engineer," "environmental engineer," "fire protection engineer," "industrial engineer," "manufacturing engineer," "mechanical engineer," "metallurgical engineer," "mining engineer," "minerals engineer," "marine engineer," "nuclear engineer," "petroleum engineer," "plumbing engineer," "structural engineer," "transportation engineer," "software engineer," "computer hardware engineer," or "systems engineer."

3. Use any drawings, specifications, plans, reports, documents, or software designs that were not under his or her responsible supervision, direction, or control.
4. Advertise engineering related goods or services in a manner that is fraudulent, false, deceptive, or misleading in form or content as it relates to any type of engineering.
    a. This is also a Federal Trade Commission violation.
5. Aid or abet the unlawful practice of engineering by a person or firm.
6. Perform services outside areas of their competence.
7. Affix their signatures to any plans or documents dealing with subject matter in which they lack competence, nor to any plan or document not prepared under their direction and control.
8. Use any drawings, specifications, plans, reports, documents, or software designs that were not under his or her responsible supervision, direction, or control.
9. Use facts, data, or information without consent of the owner of the intellectual property except as authorized or required by law.
10. Disclose confidential information concerning the business affairs or technical processes of any present or former client, employer, or business with whom they have a relationship.

Engineers having knowledge of any alleged violation of this Code shall report to the appropriate professional bodies and/or public authorities and cooperate with the proper authorities in furnishing such information or assistance as may be required.

Given that both Paragon and Truss Pal are not engineering companies, Qualtim has brought the following information, taken from the Truss Pal website, to Paragon's attention. No action has been taken by Paragon staff to ensure that Truss Pal is not violating engineering law by advertising engineering related goods or services in a manner that is fraudulent, false, deceptive, or misleading.


TRUSS PAL
PROJECT REQUEST
OUR SERVICES
ABOUT
ARTICLES
CONTACT
Articles
Truss Tuesday: Will it Bend?
Apr 30, 2024 | Educational, Truss Tuesday
This week's truss: Question: Which member of this hip girder has the highest stress? There are...
read more
Truss Tuesday: Floored
Apr 23, 2024 | Educational, Truss Tuesday
This week's truss: Question: While the TPI Technical Advisory Committee recommends that the...
read more
Understanding Horizontal Distance to Windward Edge
Apr 16, 2024 | Educational
Why it matters The horizontal distance to the windward edge provides context to the loading...
read more
Truss Tuesday: Tower of Terror
Apr 9, 2024 | Truss Tuesday
This week's truss: Tower of Terror Question: This truss has one chord member that needs to be...
read more
Truss Tuesday: 2 x 4 or not 2 x 4...that is the question
Apr 2, 2024 | Truss Tuesday
This week's truss: Question: This truss is over capacity. What are some ways to fix it? Top Chords...
read more
Truss Tuesday: You Don't Know Jack Vertical
Mar 26, 2024 | Truss Tuesday
This week's truss: Who is Jack Vertical? Question: Does this jack need a vertical or not? Assuming...
read more
« Older Entries



TRUSS PAL

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Articles

Truss Tuesday: Coffee Shop Conundrum
Mar 19, 2024 | Truss Tuesday
This week's truss: Vaulted Variance Question: Joe is opening his own coffee shop and he wants to...
read more

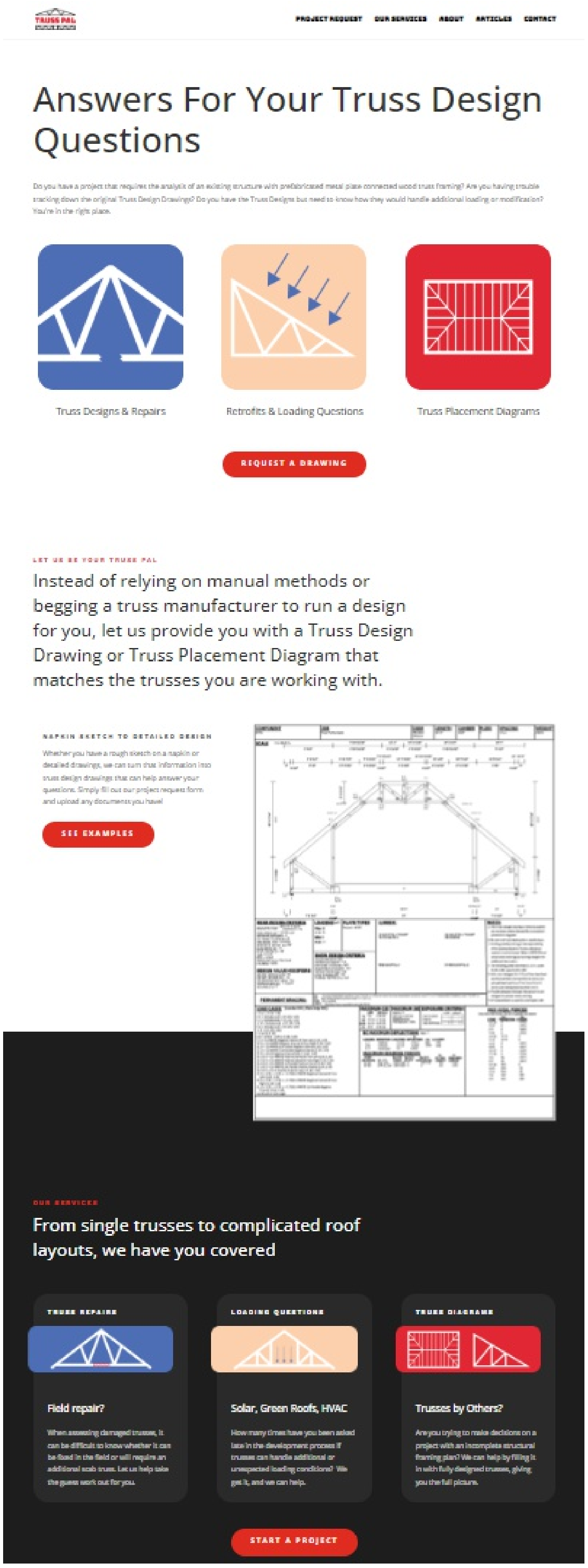
Truss Tuesday: Flat Roof Optimization
Mar 14, 2024 | Truss Tuesday
This week's truss: Flat Roof Optimization Question: What would you do to make this truss design...
read more

Truss Tuesday: The Pool Table Problem
Mar 5, 2024 | Truss Tuesday
This week's truss: Pool Table Problem Question: You're building a house and have plans for an...
read more

Truss Tuesday: Long Truss Span
Feb 27, 2024 | Truss Tuesday
This week's truss: Long Truss Span Question: What is the longest truss you've seen in the wild? Do...
read more

Truss Tuesday: Moving Load
Feb 20, 2024 | Truss Tuesday
This week's truss: Moving Load Question: This truss has two plate pairs at 101% capacity with a...
read more

Truss Tuesday: The 1000lb Chandelier
Feb 13, 2024 | Truss Tuesday
Welcome to Truss Tuesday! Every Tuesday, we will present and interesting truss and/or loading...
read more



TRUSS PAL

PROJECT REQUEST | OUR SERVICES | ABOUT | ARTICLES | CONTACT

Answers For Your Truss Design Questions

Do you have a project that requires the analysis of an existing structure with prefabricated metal plate connected wood truss framing? Are you having trouble tracking down the original Truss Design Drawings? Do you have the Truss Designs but need to know how they would handle additional loading or modification? You're in the right place.

Truss Designs & Repairs

Retrofits & Loading Questions

Truss Placement Diagrams

REQUEST A DRAWING

LET US BE YOUR TRUSS PAL

Instead of relying on manual methods or begging a truss manufacturer to run a design for you, let us provide you with a Truss Design Drawing or Truss Placement Diagram that matches the trusses you are working with.

NAPKIN SKETCH TO DETAILED DESIGN

Whether you have a rough sketch on a napkin or detailed drawings, we can turn that information into truss design drawings that can help answer your questions. Simply fill out our project request form and upload any documents you have!

SEE EXAMPLES

OUR SERVICES

From single trusses to complicated roof layouts, we have you covered

TRUSS REPAIRS

Field repair?

When assessing damaged trusses, it can be difficult to know whether it can be fixed in the field or will require an additional scab truss. Let us help take the guess work out for you.

LOADING QUESTIONS

Solar, Green Roofs, HVAC

How many times have you been asked late in the development process if trusses can handle additional or unexpected loading conditions? We get it, and we can help.

TRUSS DIAGRAMS

Trusses by Others?

Are you trying to make decisions on a project with an incomplete structural framing plan? We can help by filling it in with fully designed trusses, giving you the full picture.

START A PROJECT

QUALTIM™

TRUSS PAL

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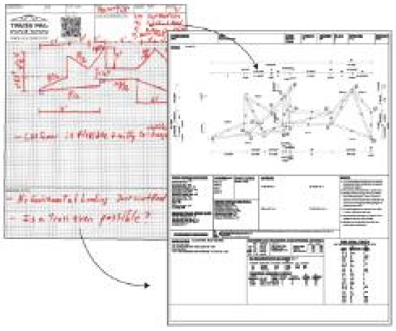
Our Services

Below you will find examples of how we convert the information we receive into analyzed truss drawings. We can use whatever information you already have, but we have also provided a blank template for your convenience.

DOWNLOAD OUR TEMPLATE

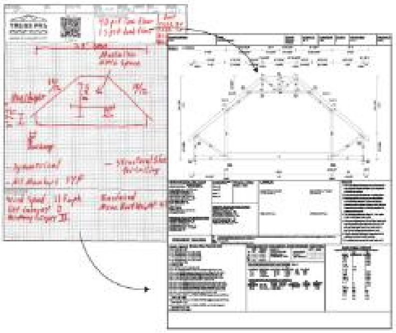
Truss Repairs

Do you have a truss that has been modified or damaged after installation? We can help you determine the forces the original truss was intended to handle and help you with everything you need for a successful repair. All we need is a description of the truss geometry and loading conditions.



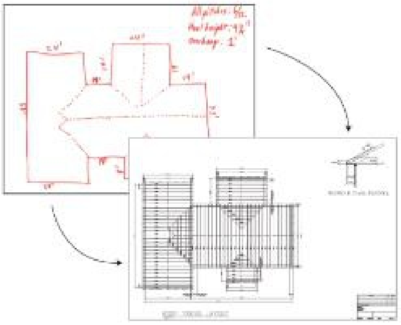
Truss Analysis

Do you have a truss loaded in ways it was never intended to be? Or maybe you have conceptual questions about whether wood trusses are the right structural system to resist the loads in your particular project with acceptable deflection. We can get you a truss analysis to help answer your questions.



Truss Placement Diagrams

Do you have questions about a project but don't have a structural framing layout yet? Save time by letting us design a truss placement diagram for you based on the construction documents for the project. Don't have construction documents? We can design layouts from scratch too.



Actions Taken by Paragon/Truss Pal

In addition to taking an adversarial approach to a very positive relationship that began in 1999, John has also taken the following unilateral action:

From: Matt Van Stelle <mattv@paragontruss.com>
Sent: Thursday, May 23, 2024 11:37 AM
Subject: Changes to your Paragon account

The DrJ organization has been downgraded to a sealing-only tier. The features you are used to using in Review and Markup should be unchanged. Also, you can still perform repairs for Paragon customers by downloading a DXF file for each component, manually adjusting the Truss Design Drawing in your CAD software, and exporting it to a PDF before uploading it to Markup.

You have also been downgraded to the standard support tier, so please send your support questions to help@paragontruss.com going forward.

Thank you,

PARAGON
Matt Van Stelle
Product Manager
Paragon Component Systems, LLC
Chattanooga, TN
Customer Support: 423-521-0056
help@paragontruss.com

This action clearly harms Qualtim, CCI, IP-LLC, and all related business initiatives that Dan and I were embarking on.

I was and am passionate about fulfilling the mission of IP-LLC, DrJ, and CCI given its extraordinary business growth potential, due to knowledge, IP and TS that is not known to anyone else and that cannot can be easily duplicated. Every business desires this type of exclusivity, because it makes business success much easier.

A near final item in your letter is extremely offensive:

Conclusion

While our client appreciates Qualtim's engineering consulting services to date and hopes to maintain its strong relationship with Qualtim, at the same time it is also disappointed in the ownership dispute raised in the Memorandum and the timing of these assertions. That Qualtim would bring this issue to bear while it knows Paragon is in the process of managing the recent loss of Mr. Holland is disconcerting. If ownership of the Paragon Truss Software were truly an issue during the time the software was being developed, Qualtim certainly would have raised it sooner than immediately following the passing of Mr. Holland. The Memorandum thus appears not to be an attempt to assert any deserved ownership rights in the Paragon Truss Software as much as an opportunistic attempt to acquire undue rights at a known difficult time for Paragon.

The writer(s) clearly do not know me or anything about me.

As mentioned, I will always have a strong passion to fulfill the mission Dan and I had. My goal remains to leave a lasting positive legacy for my best friend and 50-50 business partner.

That said, what follows is how IP-LLC and DrJ, as the professional engineering company involved, are going to move forward.

Conclusion

IP-LLC is the owner of IP and TS, which includes, but is not limited to, all software, software design, engineering analysis, testing, and related IP information and data that supports the creation of innovative truss design and truss manufacturing software and methods.

Paragon owns the math and the math processing.

Paragon, without IP-LLC's software, software design, engineering analysis, testing, and related IP information and data that supports the creation of innovative truss design and truss manufacturing software and methods, and DrJ's professional engineering, cannot legally sell any truss engineering service or a manufactured truss.

In other words, the knowledge of the user of the math is what makes the math have value. The math on its own has no innate knowledge or expertise.

In a recorded conversation on November 29, 2023 at 9:32 am, Dan and I discussed concerns with respect to the business model of Truss Pal. This conversation again affirms the concepts underlying the 2009 and 2017 defined business model. We have always been united in this mission, which is a partnership to serve the best interests of Clearspan and DrJ. A precise transcript of the pertinent section of our conversation follows:

00:04:14 Dan Holland

Well, I think I'm going to do that. [Dan on attending a meeting that Keith, Suzi, and Ryan were going to hold.]

And, you know, I guess the process so far has enlightened me as to the naivety of some of Paragon's people.

00:04:26 Kirk Grundahl

Yeah, I've got some concerns Dan, but again, my concerns are business model concerns. I do not want to, you know as we talked about, the head of the spear here is Clearspan, and we ought to be selling Clearspan trusses with all of this. And, I don't want to take risks.

If we are going to do stuff, this is, in my view, we're selling, we're doing everything through the Clearspan-DrJ business model because that's where the intellectual property resides.

00:4:59 Dan Holland

Yes

00:4:59

And, I don't want to be giving intellectual property away to the marketplace.

00:05:01 Dan Holland

And, I agree, and thus far I don't think we are, and I guess the thing that I'm most concerned about is making sure that Paragon's people don't start giving any advice and direction to these people that don't know what they're doing.

00:05:28 Kirk Grundahl

Oh, gosh, yes. Well, that's why I don't even want to touch Paragon. I do not want to touch Truss Pal paper at all.

00:05:36 Dan Holland

OK.

00:05:36 Kirk Grundahl

And there's no way that we're, in fact, as we talked about at the Friday meeting, Truss Pal needs to be using just TPI.

00:05:47 Dan Holland

Yeah

00:05:48 Kirk Grundahl

And very simplistic design analog.

00:05:52 Dan Holland

Yeah, basically it is. But I agree. Truss Pal doesn't need to have their name on anything that that gets sealed.

00:06:01 Kirk Grundahl

Well, if we seal it, I want whatever Truss Pal gave to the customer. When we seal it at Clearspan, DrJ, it's a better it's a more economically efficient design drawing because I want to sell trusses, on behalf of Clearspan, that are then, if you have to purchase them from someplace, we can.

00:06:26 Dan Holland

Well, that's true.

00:06:27 Kirk Grundahl

But at that time, now we end up having Clearspan be the center of the universe. Plus I do not want, and I guarantee you this is already happening, I do not want anybody thinking that DrJ has anything to do with Truss Pal at all.

00:06:48 Dan Holland

OK, I understand.

00:06:48 Kirk Grundahl

Because I don't think it's in our best interest to do so, particularly if we want to make this process successful, from a Clearspan-DrJ point of view where we're adding value in a very, very, what I would say is, we can add great value by showing and developing relationships with customers that show that we've got the expertise, and Clearspan is really the great, the greatest place to get trusses.

00:07:21 Dan Holland

OK. Yeah. I think we're on the same page.

00:07:23 Kirk Grundahl

Cool.

Given all the facts provided above, here are two possible paths forward, one healing and one destructive:

Path #1

1. Restore the mission of creating the unique IP and TS, which is wholly owned by IP-LLC. This IP and TS was intended to accrue to the exclusive benefit of the sales of CCI's truss, wall panel, and component manufacturing business and DrJ's engineering business through Paragon's math and data processing skill set.
2. Restore the CCI-DrJ-Paragon team so that it realizes Dan and Kirk's passion for creating value by being the only independent engineered components business that can provide the most cost effective products through its unique IP and TS driven services. Exclusive IP and TS make generating profit to support business and staff growth easy.
3. Given the unilateral decision that resulted in the "John Holland-M&M" letter, and as a good faith team restoration action, by 5 pm CDT on May 29, Paragon shall:
    a. Restore all of DrJ's access to everything that Paragon has prevented DrJ from accessing, including but not limited to all Paragon software functionality, the Paragon Slack channel, action taken per the following emails, etc.

Matt Van Stelle <mattv@paragontruss.com> 0 Thu 5/23

Changes to your Paragon account

If there are problems with how this message is displayed, click here to view it in a web browser.

The DrJ organization has been downgraded to a sealing-only tier. The features you are used to using in Review and Markup should be unchanged. Also, you can still perform repairs for Paragon customers by downloading a DXF file for each component, manually adjusting the Truss Design Drawing in your CAD software, and exporting it to a PDF before uploading it to Markup.

You have also been downgraded to the standard support tier, so please send your support questions to help@paragontruss.com going forward.

Thank you,

PARAGON

Matt Van Stelle
Product Manager
Paragon Component Systems, LLC

From: Scotty Hoelsema <scotth@paragontruss.com>
Date: Friday, May 24 2024 at 10:42 AM CDT
Subject: Timesheet App Endpoint Update
To: Jay Edgar <jedgar@qualtim.com>
Cc: Paragon Support <help@paragontruss.com>

Hi Jay,

We are updating the endpoint you use for the timekeeping app. See the updated documentation for the new URL. This also fixes a bug where the jobStatus query parameter did not work.

Right now, both routes are live. Let me know when you have been able to switch over to the new route and I will remove the old one. Thanks!

PARAGON

Scotty Hoelsema
Technical Lead
Paragon Component Systems, LLC

   b. Ensure that all Paragon work will be performed in a manner that is equal to or better than the work being performed prior to May 23rd.
      i. In other words, John's words or actions cannot have caused Qualtim to be viewed in a negative light, perceived or real.
      ii. Any negativity will harm Paragon, CCI and DrJ teamwork and seriously harm the ability of CCI, Qualtim, and IP-LLC to reach its full successful potential.
   c. Cease to discuss or say anything about the Paragon, CCI, and/or DrJ relationship, unless authorized to do so by IP-LLC.
   d. Solely focus Paragon's work on serving the best interest needs of CCI and DrJ.
      i. This, by IP and TS definition and unilateral actions taken, now needs under the exclusive direction of IP-LLC to ensure that best interests are served well.
      ii. This direction will be provided by IP-LLC in writing and/or through verbal communication as subsequently defined.
   e. Take all actions necessary to protect and advance the best interests of IP-LLC, CCI, and Qualtim.
   f. John will inform, in writing and/or verbally in a voice message or video, all the details with respect to any communication he has had with Paragon staff regarding the relationship with DrJ and/or Qualtim.
      i. Based upon obtaining a full and complete set of written, verbal, and recorded information, IP-LLC will take all action needed to serve the best interests of IP-LLC, DrJ, and Qualtim.
   g. John will inform, in writing and/or verbally in a voice message or video, all the details with respect to any communication and/or agreements he has had with any other people (i.e., including but not limited to at the Virginia Tech short course, SBCA members, SBCA employees, etc.) regarding:
      i. The relationship between Paragon and DrJ,
      ii. Any business relationship with Paragon, in any form or manner, which has the potential to harm Qualtim, IP-LLC, and CCI.
         1. Based upon obtaining a full and complete set of written, verbal, and recorded information, IP-LLC will determine the strategic and tactical consequences of these communications and determine a path forward that is in IP-LLC, Qualtim and CCI's best interest.
   h. The Truss Pal website content shall be preserved and a website address will be created to redirect folks to a new website that will be constructed under the direction of IP-LLC.
4. By 5 pm CDT on May 30, John and Paragon staff shall define, in writing and/or verbally in a voice message or video, how Paragon will deliver all IP-LLC IP and TS to IP-LLC in a manner that maintains its full and complete functionality as well as allows IP-LLC to evaluate, modify, and improve software in any manner of its own choosing. This includes but is not limited to:
   a. All math.
   b. All software executable code in unprotected form.
   c. All software design documentation.
   d. All work and documentation related to Paragon's utilization of DrJ engineering expertise.
   e. Any related IP and TS information and data that supports the creation of innovative truss design and truss manufacturing math and software.
   f. If any action is taken by John to not provide all Paragon work that maintains both current functionality and is fully supportive of future functionality and/or has the effect of causing harm with respect to future success of CCI, Qualtim, IP-LLC, and any IP/TS, John Holland will own all related liability.
5. If any part of items 3 or 4 above are not possible to do by May 29 and May 30, John shall so state in precise language why and provide a step-by-step plan of action to implement Path #1 and to protect the best interests of IP-LLC, Qualtim and CCI. This plan shall be communicated to Jill Zimmerman at ops@qualtim.com and Keith Hershey at khershey@qualtim.com

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Path #2

1. If the actions defined by Path #1 ARE NOT taken, DrJ, at the timing of its choosing, will perform the work necessary to meet all of its professional engineering obligations.
2. IP-LLC and Qualtim, at the time of their choosing, will take all actions deemed necessary to preserve and protect the value of its businesses and any related fiduciary obligations that I have with respect to each business involved.

If Path 2 is chosen, the liability for this choice will be determined at some future date.

Since Dan's tragic and untimely death, and because so many businesses and individual livelihoods are at stake, we had been requesting to meet with the Holland family and all key parties of CCI, Paragon, Qualtim, and IP-LLC to work together through each of facts provided above. The last communication on this topic follows:

From: Winky Glover <winky@gloveryoung.com>
Sent: Thursday, April 11, 2024 10:37 AM
To: Kirk Grundahl <kgrundahl@qualtim.com>
Cc: Suzi Grundahl <sgrundahl@qualtim.com>
Subject: Re: Valuation of Inspired Pursuits, LLC

Thank you for your reply and the email about Dan. I was always impressed with his knowledge about the area of law work that I did for him, so I'm not surprised by his thought leadership in your industry.

I spoke with Lisa yesterday about our communication and she thinks a meeting is a good idea and will be in touch with us about that.

Winky

Hampton W. Glover, III
Glover, Young, Hammack, Walton & Simmons, PLLC
1724A 23rd Avenue
Meridian, Mississippi 39301
601.693.1301.ext 221
winky@gloveryoung.com
www.gloveryoung.com

The creation of IP-LLC was intimately understood by Dan, Suzi, and Kirk. We sincerely thought it best to communicate face to face, and verbally, to define the next steps that would move us all toward providing a future that would realize the epic success of Dan and Kirk's 2009 business model vision. The lack of communication back, to set this meeting in motion, is seriously unfortunate.

Unless Path #1 is implemented, this will likely be our last communication.

Sadly then, the vision to create a component manufacturing and engineering team that has unlimited potential to be the most innovative, unique, and profitable component manufacturing operation in North America will have come to an end. There will never again be a team like this anywhere in the world that is in a position to do this type of unique and exclusive business. And the full economic value of Dan and Kirk's unique business vision will never be able to serve others in the positive manner intended.

Thank you for your letter. It is valuable to know John's point of view.

Respectfully,

Kirk Grundahl

Kirk Grundahl, P.E. (47 states)
President
608-217-3713

PS Please note that nothing contained in this letter, nor any act or omission to act by IP-LLC and/or Qualtim, is intended or should be deemed a waiver or modification of any rights or remedies that IP-LLC and/or Qualtim may have at law or in equity, and all such rights are expressly reserved.

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[1] https://www.dictionary.com/browse/software, Software, Computers. The programs used to direct the operation of a computer, as well as documentation giving instructions on how to use them. Similarly, https://www.dictionary.com/browse/calculator; Calculator; A person who calculates or computes; Also called calculating machine; A small electronic or mechanical device that performs calculations, requiring manual action for each individual operation; a person who operates such a machine.

[2] https://www.dictionary.com/browse/calculate, Calculate; To determine or ascertain by mathematical methods; Compute; https://www.dictionary.com/browse/calculation; Calculation, the act or process of calculating; Computation; The result or product of calculation; An estimate based on the known facts; forecast.

[3] https://www.dictionary.com/browse/automation, Automation, The technique, method, or system of operating or controlling a process by highly automatic means, as by electronic devices, reducing human intervention to a minimum. A mechanical device, operated electronically, that functions automatically, without continuous input from an operator. https://www.dictionary.com/browse/automatic, Automatic, Having the capability of starting, operating, moving, etc., independently.

[4] Direct evidence available upon request.

[5] The May 23, 2023 M&M letter confirms that Paragon automated calculations and the resulting software are defined by using well-known mathematical equations, which contain no IP and TS.

[6] Ibid

[7] https://www.nspe.org/resources/ethics/code-ethics; https://ncees.org/about/member-licensing-board-directory/; https://www.nspe.org/resources/licensure/licensing-boards